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Rhodes Homes Arizona
2215 Hualapai Mountain Road, Suite H
Kingman, Arizona 86401
Phone: (928) 718-2210
Fax: (928) 718-1322

Consultant Agreement

Date: 7/22/2005
To: Stanley Consultants, Inc.»
Project: Golden Valley South - Major Off-Site Infrastructure»
Type of Work: Civil Engineering & Construction Staking»
Contract#: *

Attached you will find your Consultant Agreement for the project stated above.

Please sign and initial all pages of both contracts as indicated and return both contracts to our office as soon as possible. A fully executed copy will be returned to you.

NOTE: Every page of this contract must be signed or initialed to be considered valid.

We look forward to a prosperous business relationship with your company.

Sincerely,

Rhodes Homes Arizona

Enclosures

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Consultant Agreement

This Agreement made this «22» day of «July», «2005», by and between Rhodes Homes Arizona, hereinafter sometimes referred to as "Client", and «Stanley Consultants, Inc.», sometimes hereinafter referred to as "Consultant", provides as follows:

Date: «7/22/2005»
 Project: «Golden Valley South - Major Off-Site Infrastructure»
 (hereinafter sometimes referred to as "The Project")
 Contract Price: «\$3,330,100.00»

RECITALS:

- A. Client is the developer of The Project. Client is entering into this Agreement with Consultant to perform the professional services described within the Scope of Services, attached as Exhibit "A" to this Agreement.
- B. Consultant is qualified to provide the professional services agreed to within this Agreement as requested by the Client. If Consultant is not qualified to perform the services indicated herein for completing the work, Consultant will immediately notify Client of such in writing.
- C. Consultant shall maintain the schedule as mutually agreed upon unless outside circumstances such as governmental reviews, natural disasters, or other unknown or uncontrollable influences occur. The client shall be notified immediately of any changes to the schedule.

WITNESSETH:

IN CONSIDERATION of the mutual promises and covenants hereinafter set forth, the Client and the Consultant agree as follows:

1. Services: Consultant shall perform the professional services described in Exhibit "A" and elsewhere throughout this Agreement. Exhibit "A" is attached hereto and incorporated herein by reference (the "Scope of Services").
2. Non-Exclusivity: This Agreement shall not act as an exclusive contract limiting the Client to use only Consultant at the Project.
3. Standards: All services shall be performed by the Consultant in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the profession who are currently practicing in the same locality under similar conditions.
4. Government Regulations: Consultant shall comply with all known laws, statutes, ordinances, standards, rules and regulations, policies, licensing requirements, insurance requirements, practices, and procedures of federal, state, municipal, and special district governmental authorities which are applicable to the services covered under this Agreement.
5. Materials: All necessary labor, licenses, and any other items necessary to complete the services as outlined in Exhibit "A" (hereinafter collectively referred to as the "Materials"), must be furnished by the Consultant and shall be a part of the contract price unless it is specifically excluded in Exhibit "A".

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Reproduction of six (6) copies of documents needed for the production, design, and submittal of plans and maps are included in the contract price. In addition, one copy of each document, map, or plan will be provided to the Client during the preliminary stages, prior to the first submittal, after each additional submittal, and immediately after approval and recordation. The total cost of these copies is included in the overall price of this contract.

Any additional reproduction of plans and documents requested by Client which are not included in the contract price shall be directed by Client to Client's reproduction company of choice at Client's expense. In the event changes are requested by the Client, an additional fee shall be negotiated for those copies at the instance of the Consultant at the time of request.

6. **Licensing Requirements:** As a condition of this Agreement, Consultant shall maintain in effect at all times during the term of this Agreement a valid and appropriate license and/or registration for the State of Arizona, or any other governmental or administrative body as may be applicable. Copies of current applicable licenses shall be submitted to Client upon request. Furthermore, Consultant shall ensure that each of its employees who are subject to licensing and/or registration maintain a current and valid license and/or registration while performing work on the project. Consultant will notice Client in writing immediately of any changes to Consultant's registration license status.

7. **Key Personnel:**

- a. Award of this contract was based upon a review of the personal qualifications proposed by the Consultant. This includes, but is not limited to, Consultant's current organizational chart, the described internal schedule of processing for the recordation of map(s), and the current Principals of the company.
- b. The Client will be notified immediately if there is a change in Key Contact Personnel including the names and qualifications of these individuals.
- c. Should the individuals originally assigned to Client not be able to perform the work, the Consultant shall send written notice of any proposed replacement or addition, including a statement of qualifications, by individual name. Such proposed replacement or addition must be sent to Client immediately.
- d. Client reserves the right to reject any proposed replacement or addition and/or to request additional qualifying documentation.
- e. Key personnel designated by Consultant may be subject to an interview with Client to substantiate the knowledge and experience that has been represented.
- f. Prior to beginning work, the Consultant will supply Client with a Key Contact Personnel List to include their job, title, and contact information. Consultant will also supply Client with a list of employees authorized to sign contracts and change orders.

8. **Consultant's Representations:**

- a. The Consultant shall perform the services outlined in Exhibit "A" in a manner consistent with that level of care ordinarily exercised by reputable members of the profession currently practicing in the same locality and under similar conditions. Consultant understands the nature and scope of services and shall perform all services as required in this Agreement.

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b. Consultant shall attend a weekly status meeting according to Client's requests. Fees for weekly meetings shall be included in the lump sum price for the duration indicated in Exhibit "A".

9. **Indemnification:** To the fullest extent permitted by law, Consultant shall indemnify and hold Client harmless from and against any and all claims, liabilities, demands, losses, actions, causes of action, damages, costs, expenses, fines, and penalties of every nature, including but not limited to those resulting from injury to persons or property, which are caused by Consultant's negligent act, error, or omission in the performance of the services under this Agreement or by its breach of this Agreement. Consultant shall not be responsible to indemnify Client from any liability, claims, judgments, losses or demands that are caused by the negligence of the Client. In the event Client and Consultant are determined to be jointly at fault, any liability as between Client and Consultant shall be allocated between Client and Consultant in accordance with their proportionate share of such fault.
10. **Attorney's Fees:** If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court shall award reasonable costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney's fees paid or incurred in good faith.
11. **Confidentiality of the Consultant:** Consultant acknowledges and agrees that throughout the term of this Agreement, Consultant may obtain information about the Client or the project which is highly sensitive and confidential. Except as required by law or by a court of competent jurisdiction, Consultant agrees not to disclose Client confidential information to unrelated third parties outside the scope of the services without the express written consent of the Client. Nothing herein shall be deemed to prohibit Consultant from making a disclosure of a violation of law or of a matter necessary to protect the health or safety of any person. Consultant will notify Client prior to releasing any disks or maps provided to other consultants that are prepared in conjunction with any work/services for Client. Required coordination with any agency necessary for the approval or construction of this project is hereby granted.
12. **Insurance:** Consultant shall maintain adequate insurance coverage at its own expense at all times during the full term of its services under this Agreement and as otherwise required hereunder. Insurance coverage must have policy limits not less than those set forth below with insurers licensed to do business in the State of Arizona and which is acceptable to the Client and under forms of policies satisfactory to the Client. There are no other requirements contained herein as to types, limits, or Client's approval of insurance. Client coverage to be maintained by Consultant is intended to and shall not in any way or manner limit quality or quantity of the liabilities and obligations assumed by Consultant under this Agreement or otherwise as may be provided by law.

The following items must be submitted to the Insurance Coordinator of Rhodes Homes Arizona prior to payment of any invoices or acceptance of any work. Consultant agrees that it shall not be entitled to such payment until such time that the following have been received by Client:

- a. General Liability Insurance Coverage in the amount of \$2,000,000 aggregate. The Certificate holder's box must show the following names as additionally insured:
 - Rhodes Homes
 - Rhodes Homes Arizona

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James M. Rhodes, Individually

This Certificate must also have attached an additional Insured endorsement in a CG 2026 1185, or a CG2037 1001 FORMAT which names the same three names as additionally insured. The Insurance company providing the insurance coverage must have an AM Best Rating of A+ or better and must be admitted in the state of Arizona.

The Name of the project must be noted in the Description Box. (We require an Original Insurance Certificate for each project.)

- b. Comprehensive Automobile Liability Insurance in the amount of \$1,000,000.
- c. State Industrial Insurance Certificate of Workmen's Compensation Insurance. Certificate which shows that you are covered. If self-insured, a certificate showing that you are covered.

Professional Liability:

Consultant agrees to provide and maintain, at its expense, a Professional Liability Insurance Policy of \$1,000,000 per claim for a period not less than five (5) years after the date of the final completion of the work that is performed in accordance with the services if commercially available and affordable. Consultant shall provide Client with a copy of the terms and conditions of the policy providing Professional Liability coverage.

Consultant's Equipment Policy:

Any such Insurance policy covering Consultant's or outside Consultant's or Consultant's equipment against loss by physical damage shall include an endorsement waiving the insurer's right of subrogation against the Indemnities. Such insurance shall be Consultant's and outside Consultant's and in-house Consultant's sole and complete means of recovery for any such loss. Should Consultant or any outside Consultant or in-house Consultant choose to self-insure this risk, it is expressly agreed that the Consultant and the outside Consultant and in-house Consultant hereby waive any claim for damage or loss to said equipment in favor in the Indemnities.

Other Requirements:

Evidence of the insurance coverage required to be maintained by Consultant represented by Certificates of Insurance issued by the insurance carrier(s), must be furnished to the Client prior to Consultant starting its services. Certificates of Insurance shall specify the additional insured status mentioned above as well as the waivers of subrogation. Such Certificates of Insurance shall state that Client will be notified in writing thirty (30) days prior to cancellation or non-renewal of insurance. Consultant shall provide to Client a certified copy of any and all applicable Insurance policies prior to requesting or receiving payment from Client and prior to starting work. Timely renewal certificates will be provided to Client as the coverage renews.

Insurance similar to that required of Consultant shall be provided by or on behalf of all outside Consultants and in-house Consultants to cover their operations performed under this Agreement. Consultant shall be held responsible for any modifications in these insurance requirements as they apply to Consultants. Consultant shall maintain Certificates of Insurance from all Consultants, enumerating, among other things, the waivers in favor of, and insured status of, the Indemnities as required herein and make them available to Client upon request. The term "Consultant(s)" shall include Consultants of any tier.

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13. Additional Required Documents:

- a. State of Arizona License. Copy of unexpired license, if required by law.
- b. Copy of current unexpired business licenses, whichever is applicable to the subdivision or job.
 - 1) Mohave County
 - 2) City of Kingman
- c. A valid W-9 must be on file.

14. Use of Work Product:

- a. Consultant's work product shall be delivered to Client per a mutually agreed schedule in accordance to paragraph 16 of this Agreement and may be used by Client for any purpose connected with the project in accordance with paragraph 16 of this Agreement. Consultant agrees to provide Client with the disks containing the work product of the Consultant in a format as agreed upon at the initiation of project and to the Client's specifications. Under no circumstances shall transfer of drawings and other instruments of service on electronic media for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of Consultant's items of work.
- b. Documents, including drawings and specifications, which are prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for use by Client or others other than for their originally intended use at the Project. Any use of completed documents other than as originally intended, without written verification or approval by Consultant, will be at Client's sole risk and without liability or legal exposure to Consultant.
- c. Consultant shall not release any non-public data or work product prepared under this Agreement to any other consultant, entity, or private/public organization without the prior written authorization of Client with the exception to those documents that must be released to public record prior to approval or recordation.

15. Review and Approval of Work:

- a. Client reserves the right to have the Consultant's work product reviewed by other consultants or by Client at its discretion. Consultant shall fully cooperate with the Client and its agents in review of its work product. Consultant shall immediately provide either appropriate changes or a written response as a result of such outside review. Additional costs, if any, for such changes and/or responses shall be negotiated prior to making such changes and/or responses. If said changes are for value engineering purposes, said revisions will be done after the Client has approved them on a time and materials basis. If Client and Consultant are unable to resolve such dispute, Client and Consultant agree to mutually select an independent party to seek a resolution through mediation.
- b. Provided the Consultant is given clear written and spoken directions from the Client, work is to conform to the Client's acceptance and internal specifications as they are provided prior to start of work in addition to City and County specifications, acceptance, and approval. If there is a conflict between the Client's specifications and the governing agency's specifications, the governing agency's specifications shall prevail. Furthermore, Client requires that on or before 10% of the work is complete and on a regular basis thereafter, Consultant shall present its design to

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Client to obtain approval and/or advice on how to mitigate design discrepancies early in the process

- c. Consultant's work shall be in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the profession currently practicing in the same locality under similar conditions and shall be deemed complete when it has been signed, approved, recorded, and accepted by the applicable governing agencies, and the approved copies have been presented to Client.
16. **Schedule:** If provided for in Consultant's Scope of Services, the Consultant will supply and update a detailed critical production/design review schedule on a weekly basis for tracking purposes which includes planned versus actual completion timeframes for both entity reviews and Consultant production. Consultant shall maintain the schedule as mutually agreed upon unless outside circumstances such as governmental reviews, natural disasters, or other unknown or uncontrollable influences occur. The client shall be notified immediately of any changes to the schedule. Additional fees may be required for any unforeseeable delays in the project that are outside of the Consultant's control.
17. **Changes:** From time to time, Client may require changes in the Scope of Services of the Consultant to be performed thereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between Client and Consultant shall be incorporated in written amendments or Change Orders to this Agreement and signed by all parties hereto prior to performing additional services. Client and Consultant may request an amendment of the provisions of this Agreement; however, oral understandings shall not be binding. To be valid, all such amendments shall be made in writing and signed by all parties hereto.
18. **Waivers:** No waiver or indulgence of any breach or series of breaches of this Agreement shall be deemed or construed as a waiver of any other breach of the same or any other provision hereof, nor shall it affect the enforceability of any part of this Agreement. No waiver shall be valid or binding unless executed in writing by the waiving party.
19. **Termination:**
- a. The Client may terminate this Agreement at any time by written notice to the Consultant subject to the payment of all fees and expenses incurred through the termination date. Upon such termination, Consultant shall deliver to the Client all plans, drawings, computer disks and the like which were prepared by the Consultant in connection with this Agreement of said Project. Consultant's plans, drawings and the like may be directly or indirectly used by the Client to the extent permitted by law; provided however, Client hereby agrees to indemnify and hold Consultant, its officers, directors, employees, consultants, and subcontractors harmless from and against any and all claims, liabilities, demands, losses, actions, causes of action, damages, costs, expenses, fines, and penalties of every nature, including but not limited to those resulting from injury to persons or property.
 - b. This Agreement may not be terminated by Consultant except by breach of this Agreement by Client, to include nonpayment of fees within 30 days of invoice which is not cured within fifteen (15) days following Client's receipt of Consultant's invoice.
 - c. Changes to the approved plans without Client's authorization will be grounds for terminating this Agreement.
 - d. In the event this Agreement is terminated, all finished or unfinished documents, data, drawings, models, photographs, reports, or other material prepared by the Consultant

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under this Agreement shall become eligible for any intended use by Client, and Consultant shall be entitled to receive just and equitable compensation for work completed on such documents and other materials. All plans, documents, comments from agencies, and notes become eligible for any use by Client in return for the compensation received. Client is to receive from Consultant a hard copy and an electronic format copy of all work performed by Consultant for Client regarding the Project for the cost of duplication and reasonable personnel time.

20. **Assignability:** Consultant shall not assign this Agreement or any portion thereof or any of its rights or obligations hereunder without the expressed written consent of the Client.

21. **Payment:**

- a. Consultant shall provide Client with a monthly statement of fees and expenses by the 1st of each month for payment on the 21st of the same month. Statements received after the 1st of each month will be paid as if submitted the following month. Partial payment to the Consultant shall not be construed as approval or acceptance of work furnished hereunder.
- b. Fees and expenses described herein are not to exceed the fees as set forth in Exhibit "B" without the prior written approval of the Client. Client shall have no liability for payment of said fees should they exceed fees as set forth in Exhibit "B" without the prior written approval of the Client. All fees exceeding the amounts agreed to herein will be approved by both Client and Consultant prior to the commencement of services.
- c. Consultant shall pay all liens (including beneficial use liens), claims, charges, or other impositions of any nature or kind imposed upon Consultant or arising out of or in connection with the services performed or materials provided for hereunder and shall hold harmless and indemnify Client there from. Client reserves the right to pay any liens that are imposed as a result of any work performed by sub-consultants of Consultant. Consultant shall reimburse Client for such payments. The fees in this proposal do not include any taxes, if any, whether local, state, or federal on professional services, including but not limited to sales tax. The amounts of any taxes will be added to the professional service fees as they are invoiced and will be identified as such.
- d. To the extent Consultant's services have not met the Standard of Care as written in Paragraph 3, Consultant shall be held responsible for errors in the field created by Consultant's negligent designs (as determined by due process). Consultant shall be informed of errors immediately upon discovery and shall have the right to make adjustments to the plans in order to correct the error. Consultant shall have the right to review the costs submitted by the contractor for the remedy prior to commencement.

22. **Notice:** Any notice in this Agreement shall be in writing and shall be effective upon personal delivery, certified mailing return receipt requested when deposited in the United States mail, or upon confirmed transmission by telegram, cable, telex, or a facsimile.

23. **Entire Agreement:** This Agreement contains all the terms, conditions, and provisions hereof creating the understanding and representations of the parties relating thereto regarding this Project. All such prior written and/or oral proposals, representations, understandings, and discussions are superseded by this Agreement. This Agreement may only be modified or amended by further written agreement executed by the parties hereto.

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24. **Authority:** Each of the undersigned signatories declare and represent that they are duly authorized to sign this Agreement and bind each of the parties hereto to all the terms and conditions as outlined herein.
25. **Binding Effect:** This Agreement shall be binding upon the heirs, personal representatives, successors, and/or assigns of the Consultant.
26. **Return of Agreement:** Consultant shall execute and return this Agreement within five (5) calendar days from the date of the Agreement. Consultant shall not commence with services and/or work prior to receipt of a fully executed Agreement. Consultant shall be due no payments for work completed until both parties have fully executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

«Stanley Consultants, Inc.»
«5820 S. Eastern Avenue, Suite 100»
«Las Vegas, NV», «89119»
Phone: (702) 369-9396
Fax: (702) 369-9793

David Frohen 7-22-05
Authorized Signature Date

David Frohen, P.E.
Vice President

Rhodes Homes Arizona
2215 Hualapai Mountain Road, Suite H
Kingman, Arizona 86401
Phone: (928) 718-2210
Fax: (928) 718-1322

Kirk Brynjulson 7/22/05
Kirk Brynjulson, VP of Land Dev. Date

If contract amount is over \$25,000, then two (2) Rhodes Homes Arizona signatures are required.

Paul Huygens Dir. Of Finance Date

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Exhibit "A"
Scope of Services (Major Infrastructure Design Engineering)
Golden Valley South – Phase I
Mohave County, Arizona

PROJECT UNDERSTANDING

It is the understanding of Stanley Consultants, Inc. (Consultant), that Rhodes Homes (Client) intends to develop the first phase of Golden Valley South residential / multi use subdivision located within Mohave County, near the City of Kingman, Arizona. This site is located south of U.S. Highway 68 and west of Interstate 40. Our understanding of the Project has come from the conversations with the Client.

It is our understanding that the Project will require:

- I. Mass Grading
- II. Roadways And Circulation
- III. Drainage Facilities
- IV. Wastewater Treatment Infrastructure
- V. Water Infrastructure
- VI. Land Surveying
- VII. Dry Utility Planning And Coordination
- VIII. Construction Staking For Infrastructure Installation
- IX. Construction Management Services

Included herein is the scope of services, compensation and schedule for engineering services.

Stanley Consultants Inc. agrees to perform the following Scope of Services:

INFRASTRUCTURE DESIGN ENGINEERING

I. Mass Grading

Consultant will produce a Mass Grading Plan for Phase 1 of the Golden Valley South Development. The components for the Mass Grading Plan are as follows:

Task 1 - Golf Course Grading

- Consultant shall provide Trough Contour Grading plan for the proposed golf course to the Golf Course Architect for his use in the golf course design. Contour grading for the adjacent roadways and surrounding lot will also be included. Earthwork quantities will be calculated for the golf course trough and adjacent roadways and surrounding lots. The final golf course design by the Golf Course Architect will be incorporated via CADD Format into the mass grading plan.

Task 2 - Site Plans, Lot Fit and Grading

- Site plans will be engineered from lot layouts provided by the client and RNM for Pods 1, 2, and 3. The drawing prepared by RNM dated 5/13/05 represents a total of 2,019 lots on 600.6 acres for those pods. Upon approval by the client, a lot fit analysis and final horizontal lot closures will be calculated for the lots. Contoured and Precise grading plans with grade tags will be produced and incorporated onto the mass grading plans.

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Task 3 - Super Pad Grading

- Super pad grading for the proposed Clubhouse/Recreation site and Pod 5 and 6 will be incorporated onto the mass grading plans.

Task 4 - Earthwork Quantity Calculations

- Final Earthwork Quantities will be computed for the overall mass grading plan for Phase 1.

II. Roadways and Circulation

Task 1 - Master Traffic Study

- Consultant shall prepare a phased traffic study that outlines the traffic flows and trip generations, distributions and level-of-service analysis for the 4 phases for the master planned 5800 area. Include all required intersections and counts required by the agencies. Submit and process through the applicable agencies for review.

Task 2 - Roadway Improvement Plans

- Consultant shall prepare one set of roadway improvement plans for each roadway segment as follows:

- Aztec Road from Shinarump Drive to Aquarius Drive, approximately 18,000 feet - 30% Preliminary Improvement Plans
- Aztec Road Phase 1 from Shinarump Drive to Golf Course / Town Center Entrances, approximately 8,500 feet - 100%
- North Loop Road East from the Aztec Roundabout to first Cross Street (Pod 3) East, approximately 2,000 feet
- North Loop Road West from the Aztec Roundabout to second Street Approach (Pods 1 & 2), approximately 6,000 feet
- North Aztec Road Roundabout, approximately 1,000 feet (roundabout and four approach legs)

- Plans to be designed to a scale of one inch = 40 feet and each set is to include the following:

- Cover Sheet
- Note Sheet
- Detail Sheets
- Horizontal Control
- Roadway Plan & Profiles
- Storm Drain Plan and Profiles
- Storm Drain Lateral Profiles
- Utility Plan and Profile (Water and Sewer per Master Plan)
- Traffic Control (Signage, Striping, & Streetlight Plans)
- Legal Descriptions & Exhibits for any Rights-of-Ways required.

- All plans will be based on the approved Preliminary Plat, Master Traffic Study, Master Drainage Study and Technical Drainage Studies, Wastewater and Water Studies, Dry Utility Planning and Coordination as discussed elsewhere.

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Task 3 - Design Submittals

- The Consultant will submit for approval Roadway Improvement Plans as required by Mohave County in order to construct these roadway improvements. All plans submittals will be revised to incorporate all comments received from the review agency departments.
- The plans will be reviewed and certified by a licensed Arizona Professional Engineer.
- The Consultant anticipates retaining the services of a Sub-consultant who specializes in the design of the Roundabouts.
- The design of any bridges or reinforced concrete arch culverts at entrances to the various pods will be included with those roadways serving the pods and are not included in this proposal.

III. Drainage Facilities

Consultant shall prepare drainage studies for the following areas.

Task 1 - Master Area Drainage Plan (excludes basins, detailed design and final engineering on the Holy Moses Wash, main channel) – individual projects have detailed TDS in support of project following the master area plan.

- Consultant shall prepare a Master Area Drainage Study for the Golden Valley South according to the layout dated 4/28/05 by RNM. Master Area Drainage study shall include preliminary storm drainage design, HECEAS models of flood plain areas, super pad areas and major roads where the road grades have been determined. Study assumes the Holy Moses main channel will be left in natural state with out realignment. Study will design Holy Moses diversion for the minor breakout north of the Holy Moses main channel.

Task 2 - CLOMR Application

- Consultant shall prepare a CLOMR application to submit to Mohave County and FEMA. CLOMR application will begin after receiving Master Area Drainage approval from Mohave County.

Task 3 - Golf course Drainage

- Consultant shall prepare a drainage study of the golf course plan to be determined by the golf course architect. Study will include the super pad grading for the clubhouse. Study may evaluate minor relocation of the Holy Moses Wash.

Task 4 - Individual TDS's for each major Infrastructure project following the master drainage study.

- Consultant shall prepare an updated drainage study for areas 1, 2, 3, and the Active Adult Medium / High super pad area. The studies for 1, 2, and 3 will proceed when the final lot configuration is known and the Master Area Drainage Plan has been approved by Mohave County.

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Task 5 - 404 permit Coordination

- Consultant shall coordinate storm drain design with the 404 permitting process. Price includes two meetings in Tucson with the Army Corps of Engineers.

IV. Wastewater Treatment Infrastructure

Rhodes Homes (OWNER) has identified the need for Engineering Services for the design of a 0.20 mgd (average daily flow) wastewater treatment plant (WWTP) and various off-site sewers to serve the Golden Valley, AZ. Phase 1 development.

The services include project management, Mohave County Area Wide Water Quality Management 208 Plan amendment, preparation of Arizona Aquifer Protection Permit (APP) application, preparation of an application for a National Pollution Discharge Elimination System (NPDES) permit, pre-design, design, and document preparation for the design of the above mentioned facilities.

Task 1 - 208 Plan Amendment

- This task involves the preparation of an amendment to the Mohave County Area Wide Water Quality Management 208 Plan dated September 2003. The 208 Plan amendment Checklist will be used to prepare the amendment. The 208 Plan Amendment Process is contained in Section 7.3 of the current Plan.

Task 2 - Preliminary Design

- This task involves the development of a Preliminary Engineering Report. The report will describe the project planning area, identify existing facilities, provide preliminary details of the proposed project, and present a preliminary cost estimate.
- Included in the development of the Preliminary Engineering Report are the following specific tasks:
 - Develop flows and loadings for Phase 1 and the ultimate WWTP.
 - Develop preliminary routing for backbone sewer pipelines for Phase 1 and the ultimate WWTP.
 - Develop computer model of backbone sewer system with SewerCAD and calculate sewer pipeline sizes for Phase 1 and the ultimate WWTP.
 - Review alternatives for package mechanical treatment plants and develop order of magnitude costs estimates and approximate schedules for delivery. Recommend treatment plant process and manufacturer.
 - Review alternative unit processes and plant layout for the ultimate WWTP. Recommend ultimate WWTP process and layout and develop phasing plan and preliminary schedule for build-out.
 - Prepare preliminary drawings showing the Phase 1 sewer system backbone pipelines not in Phase 1 road infrastructure, the layout of the Phase 1 treatment plant and the location of major process units. Present preliminary plans on 11"x17" drawings and calculations in the predesign report. Include a corridor for the ultimate WWTP sewers if along the route of the Phase 1 sewers.
 - Perform quality control/quality assurance reviews and make all corrections and/or revisions on all reports, drawings, specifications, and any other documents prior to submittal to the OWNER for review and comment.
 - Prepare and submit to the OWNER five (5) copies of the Draft Predesign Report covering all aspects of the consultant's work for the Preliminary Design.

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- Prepare and submit five (5) copies of the final predesign report to the OWNER incorporating all clarifications and modifications to the draft predesign report as required by the OWNER.
- Entitlements / Zoning & Processing.

Task 3 - Project Management

- This task includes the overall project management for the design process. Included in the task are maintaining OWNER and project team communications, managing project services, preparing and updating a base line schedule, and providing quality control and quality assurance reviews.
- The Consultant will prepare and submit a monthly project summary, including budget status, issues, progress report, and updated schedule with the Invoice
- The consultant will conduct an Initial start-up meeting and five (5) progress meetings at either the offices of the OWNER or the consultant.

Task 4 - Contract Documents

- Design drawings and technical specifications for the construction of the Project will be prepared and provided by the consultant in three (3) submittals. Five (5) sets of preliminary sixty percent (60% complete) drawings will be furnished in the first submittal. Five (5) sets of substantially complete ninety percent (90%) full size (24"x36") drawings will be furnished in the second submittal. After the second submittal, the consultant will participate in a ninety percent (90%) plan review meeting. Incorporating all clarifications and modifications discussed in the meeting and noted on previously submitted plans, the ENGINEER will prepare and furnish five (5) sets of substantially complete one hundred percent (100%) full size (24"x36") drawings and specifications. This will be the last submittal. Upon approval by OWNER, a complete final one hundred percent (100%) plans and specifications set ready for construction bid advertisement will be furnished. One set of mylar design drawings and an electronic copy of the specifications shall be provided.
- At the 60% submittal, applications for an Aquifer Protection Permit and NPDES permit will be prepared and submitted to AZDEQ.
- The components of the 0.20 mgd wastewater treatment plant anticipated in the design are as follows
 - Influent Pumping & Metering
 - Screening / Grit Facility
 - Splitter Box
 - One (1) Package Treatment Unit at 0.1 MGD average day capacity and a pad for a second 0.1 MGD unit. Includes activated sludge, nitrification/denitrification, filtration and disinfection.
 - Aerobic Digester
 - Sludge Drying Bed
 - Rapid Infiltration Basin
 - Effluent wet well and reuse water pumping system.
 - Effluent pipeline to wash for discharge.
 - Electrical Service
 - Backup Electrical Generators

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- It has been estimated that 50 sheets will be required to produce biddable construction drawings for the 0.2 mgd treatment plant.
- The design of off-site sewers ($\pm 15,500'$ of 10" and 16") as well as reuse forcemain ($\pm 5,000'$) is included.

Task 5 - Bid Phase and Construction Services

- Bid Phase Services Include: Attendance at one pre-bid meeting and answering bidding questions related to technical specifications. Prepare up to 2 addenda if required. Provide recommendation of award letter.
- Construction Services Include: Review of up to 60 shop drawings and response to 20 requests for information (RFIs), attendance at 40 progress meetings and 100 hours of field review of construction.

V. Water Infrastructure**Task 1 - Engineering Design**

- Consultant will prepare a final Engineering Design report for provision of a municipal water supply system to service the 5800 acre Golden Valley South project area as well as up to 15 misc. smaller parcels (no more than 40 acres each) along the Aztec Road Corridor.
- Consultant will prepare a hydraulic model to identify potential locations for points of source of supply for groundwater, system storage requirements and pipeline sizes to demonstrate adequate water flows and pressures to the local agency design requirements.
- The design will identify appropriate zone splits, tank site locations and prospective future well sites.
- The report will have an overall capital facilities plan for source of supply, storage, booster pumps, major pipelines (over 12 inch) and related major appurtenances.
- Entitlements / Zoning & Processing.

Task 2 - Construction Documents - Equipping of New deep groundwater Well

- Consultant will prepare and process construction documents (plans and specs) for the above ground facilities for a new deep groundwater well.
- Services to include, site plan, grading plan, drainage analysis, pump selection, mechanical piping and valves, electrical power distribution and instrumentation and control, chlorination equipment, fencing and paving. Services exclude any treatment (other than disinfection).

Task 3 - Construction Documents - Conversion of Existing Park Site Irrigation Well

- Consultant will prepare and process construction documents (plans and specs) for the above ground facilities for the conversion of the existing Aztec Park well from an irrigation type well to a potable water (public water system) well system with disinfection and integrated controls.

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- Services to include, site plan, grading plan, drainage analysis, pump selection, mechanical piping and valves, electrical power distribution and instrumentation and control, chlorination equipment, fencing and paving. Services exclude any treatment (other than disinfection).

Task 4 - Construction Documents - Major Water Pipelines

- Consultant will prepare and process construction documents (plans and specs) for the following major pipelines:
 - Approximately 30,000 lineal feet of 18 inch water line (27,000 LF to be parallel lines) running north of the project northern boundary along the Aztec Road corridor and connecting the Park Well site to the reservoir and new water well (see attached figure).
- Services to include, plan and profile for water line, mechanical piping details, drainage analysis, valves, hydrants, air release valves and misc appurtenances.

Task 5 - Engineering Services during Construction

- Consultant will provide up to 400 hours of services during the construction phase of the water infrastructure projects. Such services include, review of submittals, shop drawings, response to RFI's, assisting Client with procurement and bidding, limited field visits and attendance at limited field coordination meetings.
- Specific Exclusions not part of this scope of work include:
 - Groundwater well Drilling, casing, testing - by EMA
 - Geotech or corrosion
 - Right of Way Services
 - Water treatment designs

Task 6 - Construction Documents - 50 MG Steel tank Reservoir

- Consultant will prepare and process construction documents (plans and specs) for the one above ground Steel Tank Reservoir with no booster pumps.
- Services to include, site plan, grading plan, drainage analysis, mechanical piping and valves, electrical power distribution and instrumentation and control, chlorination equipment, fencing and paving.

VI. Survey - Design

- Consultant will complete the following land surveying service components:
 - Conduct field verification - MEAI's topography and boundary
 - Identify utility pothole location - horizontal and vertical
 - 40 acre parcel topography 2' C.I. for .5 MGD water storage tank SEC 23 T21N R18W
 - Topography SEC 20 T20N R18W c' C.I. for wastewater treatment facilities

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VII. Dry Utility Planning and Coordination**Task 1 - Electrical Master Plans**

- Consultant will analyze proposed routing of a proposed 69 KV transmission line and recommend alternative routing in order to accommodate the GV-South master development plan and the proposed Unisource transmission line. Prepare one (1) exhibit.
- Consultant will calculate anticipated electrical loads for the GV- South master plan as well as miscellaneous parcels along Aztec Road north to Highway 68. Consultant will analyze current and proposed substations and master distribution plans and make recommendations for providing service for the development including substation locations. Prepare up to one (1) exhibit.
- Consultant will analyze power supplies to proposed wastewater treatment plants and deep well pump stations. Masterplan up to 2 wwtp sites and 15 well/pump sites and detail plans for phase 1 to include one WWTP site and 2 well/pump sites. Prepare one (1) exhibit.
- Prepare for and attend up to two (2) on-site Coordination meetings with Client and Unisource.

Task 2 - Natural Gas Service

- Consultant will coordinate a request for service with Unisource for provision of natural gas service for the Golden Valley South development. Consultant will facilitate cost estimates and conceptual design of a gas pipeline infrastructure to service the project with Unisource. Prepare up to one (1) exhibit. Participate in up to three (3) planning/coordination meetings with Unisource.

Task 3 - Phone and Cable

- Consultant will coordinate request for service with service providers and facilitate the preparation of application documents and initial cost estimate for provision of these services. Consultant will coordinate location of major infrastructure sites into the development working with the service providers. Consultant will research and facilitate plans for incorporation or relocation of existing fiber optic cables in the immediate area. Consultant will facilitate the development of cost estimates developed by the service providers and outline service agreement requirements.

VIII. Construction Staking – Infrastructure

- Consultant will complete the following construction staking components. Construction Staking for Phase 1 shall include all but not limited to:
 - Stake rough grade infrastructure roads (Aztec, Loop and Clubhouse)
 - Stake rough grade areas 1, 2, and 5 as shown on RNMIS Golden Valley South dated May 13, 2005
 - Stake rough grade Golf Course Clubhouse and Town Center pad
 - Stake approximately 3 miles of earthen swale 10'x4' deep

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- Stake approximately 2 miles earthen swale 10'x2' deep
- Stake approximately .75 miles 30" RCP
- Stake various RCP and RCB crossing
- Stake layout for riprap (3 areas)
- Stake offsite water storage tank and well (.5MGD)
- Stake offsite waterline (approximately 3 miles) grade and alignment
- Stake onsite waterline (approximately 2 miles) grade and alignment
- Stake onsite sewer (approximately 3 miles) grade and alignment
- Stake finish grade on approximately 3 miles infrastructure road – Aztec and Loop Road (red head and blue top)
- Stake Curb and gutter and sidewalk for approximately 3 miles infrastructure road – Aztec and Loop Road if required
- Staking for Horizontal and Vertical locations of 2 proposed Hurricane Ponds. 1 just south of Shinarump. The 2nd located at the Town Center.

IX. Construction Management Services – Option Future Service

- Stanley can provide professional construction management services as an optional service for control and expediting construction activities for the following infrastructure components:
- Water and Wastewater Infrastructure including wells, pumps, tanks, treatment plants and major pipelines.
- Roadway grading and construction
- Golf facilities construction
- Subdivision horizontal construction.
- Stanley maintains professional staff in Nevada and Arizona to provide these services to the project. We welcome the chance to offer a definitive scope and fee on the Golden Valley South project.

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CLIENT RESPONSIBILITIES



In the preparation of this scope of services it has been assumed that the Client will supply to Consultant the following:

- Geotechnical and Environmental (vegetation and hazardous) Reports
- Preliminary and Final Geotechnical Reports
- Preliminary Title Reports, including copies of the exceptions.
- Executed off-site easements including drainage utilities, and/or site access, as required
- Completed application forms and supplemental information
- Proposed deed restrictions and CC&Rs
- Geological, Archeological, and Tortoise Studies
- Normal reimbursable expenses such as mileage and reproductions which will be billed at direct cost plus 10%

Exclusions:

Services rendered outside this scope of services will be performed on a Time and Materials basis at the rates shown on the attached Standard Charge Rate Fee Schedule. The Consultant shall not conduct additional services without prior written authorization from the Client. The following is a partial list of the exclusions applicable to the included Scope of Services.

- Revisions to plans under design due to a change in information or design requirements provided Consultant by others (Client, Client's other Consultants, regulatory agencies' policy changes in standards)
- Dry Utility Designs and Coordination (power, gas, telephone, cable) (other than listed herein)
- Landscape Plans and Irrigation Plans.
- Acquisition of off-site easements
- Traffic Signal Plans
- Soils/Geotechnical consulting, pavement sections designs, and subdrainage systems
- Potholing
- Hydraulic Flow Tests and calculations will be performed by others if required
- Analysis of water and sewer systems serving areas adjacent to the proposed Project, i.e., the preparation of regional or subregional analysis is not included
- Channel Design
- Structural calculations and/or designs are not included, i.e., retaining walls, buildings, drainage structures, etc.
- Entitlement services (other than those specifically listed)
- Lot line adjustments, EIR applications
- Planning exhibits, land use applications, and/or overlays (except as noted)
- FEMA submittals and/or coordination (except as noted)
- New conditions as a result of new zoning
- Utility Easements other than specifically identified herein
- Retaining/screen wall design and specifications
- Legal Descriptions and Exhibits other than specifically identified herein
- Off-Site Street Improvements other than specifically listed herein
- Vacations or dedications other than those listed herein
- Field Engineering/Construction Administration meetings
- Hardscape and landscape plans

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Exhibit "B"
Compensation
(Major Infrastructure Design Engineering w/ Addendum #1)
Golden Valley South
Mohave County, Arizona

Upon receipt of Client's authorization, Consultant shall carry through completion of the services outlined in Exhibit 1 including Addendum 1. All activities will be completed on a Lump Sum basis billed monthly on percent complete basis. Additional services not covered by this Agreement will be billed on a Time and Materials basis according to the Hourly Fees and Charges, attached. No additional services will be started without written authorization by the client. This approach will ensure that all additional services estimated fee and scope are desired by the Client prior to the start and completion of work.

Once contracted, the fees herein are valid until December 2008. If the services in this contract have not been completed by December 1, 2008, the fee amounts will be subject to renegotiation.

Reimbursables

A budget amount has been set for reimbursable expenses (See Exhibit B - Schedule of Values). This amount is for basic expenses of normal copies and processing of the base project. Reimbursable expenses include such items as courier service, mileage, reproduction costs, etc... Any and all fees required to be paid to government agencies, quasi-government agencies or utility agencies are NOT considered reimbursable expenses and will be paid by check provided by Client. These payments will be scheduled by Consultant and outlined in Exhibit "C", Time of Completion, giving expected dates when payments will be required and expected amounts of checks needed.

Extra client requests above and beyond base expenses will be reimbursable by the client at the direct cost. Consultant's direct cost for extra reimbursable requests will include third party charges, mileage and reasonable direct labor charges for additional deliveries or preparation of additional project document copies.

SUMMARY OF FEES

Mass Grading and Golf Facilities	Lump Sum Fee
Golf Course Grading	25,000
Site Plans	30,000
Lot F/W/Horizontal Lot Closures	155,000
Precise Lot Grading	140,000
Super Pad Grading (including addendum for Town Center area)	15,000
Earthwork Quantity Calculations	5,000
Subtotal	\$ 370,000
Roadways and Circulation	Lump Sum Fee
	80,000
Master Traffic Study	\$ 80,000
Aztec Road 30%	175,000
Aztec Road Phase 1 100%	120,000
North Loop Road East Phase 1 100%	40,000

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North Loop Road West Phase 1 100%	120,000
North Roundabout Phase 1 100%	40,000
Subtotal	\$ 495,000

Drainage Facilities	Lump Sum Fee
Master Area Drainage Plan	23,000
CLOMR Application	9,000
Golf Course Drainage	11,500
Individual TDS's	30,000
404 Permit Coordination	8,800
Subtotal	\$ 82,300

Wastewater Treatment Infrastructure Engineering Design	Lump Sum Fee
	140,000
Preliminary Engineering Report	80,000
208 Amendment	
Subtotal	\$ 220,000

Project Management	30,000
Design Phase I	450,000
Subtotal	\$ 480,000

Wastewater Treatment Infrastructure Bid Phase and Construction	Lump Sum Fee
Bld Phase	10,000
Construction Services	60,000
Subtotal	\$ 70,000

Water Infrastructure	Lump Sum Fee
Engineering Design	60,000
Construction Documents - Equipping of New deep groundwater Well	140,000
Construction Documents - Conversion of Existing Park Site Irrigation Well	60,000
Construction Documents - Major Water Pipelines	120,000
Engineering Services during Construction	40,000
Base Expense Allowance	\$25,000
Subtotal	\$ 465,000

Construction Documents - .50 MG Steel Tank Reservoir	120,000
Subtotal	\$ 120,000

Survey Design	Lump Sum Fee
Subtotal (includes ALTA for Golden Valley 4000 area)	\$ 97,000

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Dry Utility Planning and Coordination		Lump Sum Fee
Electrical Master Plans		\$ 18,000
Natural Gas Service		\$ 12,000
Telephone and Cable		\$ 11,000
Subtotal		\$ 41,000
Subtotal Design Services		\$ 2,520,300

Construction Staking - Infrastructure		Lump Sum Fee
Subtotal (Includes Addendum 1)		\$ 476,600

As-Built Plan / Survey Package		Lump Sum Fee
Field Survey		\$ 65,000
Site Project Management		\$ 239,200
Plan Revision Drafting		\$ 19,000
Subtotal		\$ 323,200

Total Lump Sum Fee	\$ 3,320,100
Additional Request for reimbursable expenses (T&M budget)	\$ 10,000

Total Contract Amount	\$3,330,100.00
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Exhibit "C"

TIME OF COMPLETION

Engineering Schedule:

(See Project Schedule)

Survey Schedule:

Time of completion is determined by Client for which Consultant will provide its services on an "on-call" basis

Client must make all staking requests 48 hours in advance.

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